

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 05-149

Lancaster County intends to enter into a contract and invites you to submit a sealed bid for:

TOWING, STORAGE AND RELATED SERVICES OF TOWED VEHICLES FOR THE LANCASTER COUNTY SHERIFF

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **June 29, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the bid/conference room located on the Ground Floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be accepted.

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COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid is made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition,

as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. DELIVERY

- 7.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 7.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 7.3 All bids shall be based upon delivery of equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

8. WARRANTIES, GUARANTEES AND MAINTENANCE

- 8.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 8.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts returned to the bidder shall be paid by the bidder.

9. ACCEPTANCE OF MATERIAL

- 9.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 9.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 9.3 In the event the delivered material is defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 9.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by specification documents or purchase orders.
- 9.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

10. BID EVALUATION AND AWARD

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.

- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids, parts of bids; request rebids; waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

11. INDEMNIFICATION

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to court ordered attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12. TERMS OF PAYMENT

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

13. LAWS

- 13.1 The Laws of the State of Nebraska shall govern rights, obligations, and remedies of Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS

TOWING SERVICES, STORAGE OF TOWED VEHICLES, AND OTHER PROPERTY

1. **GENERAL NOTICE**

- 1.1 Lancaster County (hereinafter referred to as "County") desires sealed bids from interested Towing Services Contractors (hereinafter referred to as "contractor" or "bidder"), for providing tow-in service and storage of vehicles from Lancaster County streets, roads or other property within the limits of Lancaster County, Nebraska.
 - 1.1.1 *The length of the proposed contract shall be for four (4) years.*
- 1.2 The County is **requesting only one (1) rate schedule** which will encompass all tows initiated by the Sheriff's Office including towing requests made by the County on behalf of the owner.
- 1.3 Successful bidder will be required to provide a secure lot, approved by the Lancaster County Sheriff's Office, to store tow-ins.
 - 1.3.1 Area must be fenced, lighted and large enough to hold up to 100 vehicles and several semi with trailers ordered towed by the Sheriff.
 - 1.3.2 Lot must have suitable space for inside storage; enough for five (5) standard sized vehicles.

2. **SCOPE OF WORK**

- 2.1 Work covered under these specifications shall be for the removal of motor vehicles from County streets, roads, public property and private property, within the limits of Lancaster County, Nebraska which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator requests that another wrecker be called (See "**ATTACHMENT A**" for sample volume statistics).
- 2.2 Included is the removal of junk vehicles from private property for which authorization by the owners or custodians of such vehicle(s) have been obtained or ordered through the legal process.
- 2.3 *The successful bidder will be required, at the request of the Lancaster County Sheriff's Office to transport other items such as trailers, boats, or large objects (i.e., safes, ATM machines, items dumped in the county and/or confiscated as evidence by the County etc.), to a their storage lot approved by the County.*

3. **GENERAL CONDITIONS**

- 3.1 The specifications are for tows ordered by the Lancaster County Sheriff's Office and will encompass towing automobiles, trucks, buses, and like vehicles from the County streets, roads, public property and private property within Lancaster County.
 - 3.1.1 The Contractor will be, by virtue of this contract, authorized to tow ordered vehicles(s) to their County authorized impound lot.
 - 3.1.2 The Contractor will be responsible for the storage of such vehicle(s) and the collection of all fees for towing and storage.

- 3.1.3 No fee shall be charged unless the vehicle ordered towed has been *connected to the wrecker and raised from the ground.*
- 3.2 Contractor will be responsible for the promulgation of a system approved by the County, to secure payment of fees when the towed vehicle must be immediately released to the owner thereof.
- 3.3 Contractor shall have operators or drivers on duty for calls from the County twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the approved impound lot.
- 3.4 Contractor shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state, or federal.

4. **CONTRACT PRICING STRUCTURE**

Evaluation of the Contractor's bid shall be based on amount charged for towing vehicle(s) and storage as listed herein:

- 4.1 **PRICES FOR TOWING SMALL VEHICLES:** Shall be bid as a firm-fixed, flat fee for all small vehicle tows originating within Lancaster County.
 - 4.1.1 Small Vehicles shall include: passenger cars, small trucks (licensed four (4) tons or less), trailers other than semi or house trailers, motorcycles, snowmobiles, boats on trailers, etc.
 - 4.1.2 *Bids offering anything other than a firm, fixed flat fee will not be considered.*
- 4.2 **PRICES FOR TOWING OVERSIZED VEHICLES:** We would prefer a firm-fixed, flat fee; but will consider an hourly rate (*a clear definition of when hourly charge begins and ends must be provided as part of your offer at the time of submission.*)
 - 4.2.1 Oversized Vehicles shall include: straight trucks (licensed over four (4) tons), semi-tractor, semi-trailer or house trailer, self-propelled campers or mobile homes, and buses, etc.
 - 4.2.2 If, no firm-fixed, flat fee or clearly defined hourly charge is offered on this section, your bid will not be considered (**the County is only interested in a one-call operation with clearly defined charges**).
- 4.3 **ADDED FEES:**
 - 4.3.1 Vehicles attached to Contractor's tow truck, but not towed, amount to be paid at the scene.
 - 4.3.2 Whenever position winching is necessary, an additional fee may be collected for each hour or fraction thereof using the winch.
 - 4.3.3 Whenever mechanical work is deemed necessary by the Contractor to prevent further damage to the vehicle or its contents, an additional fee for each hour or fraction thereof for mechanical work may be charged, or when it is necessary to employ additional equipment, such as dollies to tow or move vehicle, an additional fee may be charged.
 - 4.3.4 A per mile fee may be added to the flat fee towing charge for tows originating *outside of the County* (for small vehicles the fee shall apply only to the miles accrued from county line to tow site and back to county line).

4.4 PRICES FOR STORAGE: *Storage rates shall begin 24 hours after tow*and can be bid separately for the categories indicated on the schedule of rates:

4.4.1 Storage rates shall not apply when a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot (for oversized tows) as specified herein.

4.4.2 Semi-trailers and other oversized vehicles may be stored at a place other than the Contractor's lot; provided it has been approved in advance by the Lancaster County Sheriff, or the Sheriff's designated representative.

4.4.3 Any vehicle or item stored as **evidence** at the request of the Lancaster County Sheriff's Office will **not be charged a storage fee.**

4.4.3.1 The following is offered as a non-binding estimates of the volume of vehicles stored as **evidence** at the request of the Sheriff:

Small Vehicles: Estimated at 10 vehicles on average per year for 3-4 days per vehicle.

Oversized Vehicles: Estimated at less 1 or less per year for no more than 5 days.

Other Items: Est. at 1 or less per year for no more than 5 days.

4.4.3.2 Evidence storage requirements may vary from the above estimates, the contract is for the actual need of the Sheriff, whether they are more or less than the estimates provided herein.

5. **COLLECTION OF FEES, ABANDONED AND AUCTIONED VEHICLES**

5.1 In the event that the Contractor is unable to collect towing and/or storage fee on claimed vehicles, the Contractor may protect their interest in accordance with legal procedures for collection of such fee(s).

5.1.1 The County will not guarantee the payment of any fees not collected by the Contractor.

5.2 The County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less following the State of Nebraska "Abandoned Motor Vehicle Statutes" (60-1901 Through 60-1911 see "**ATTACHMENT B**") administered as per the Department's Rules and Regulations, such vehicles when towed from public property may be towed to Contractor's lot or a salvage yard arranged by the Contractor.

5.2.1 Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver.

5.3 Contractor shall be responsible for the promulgation of a system for securing payment of their fees in disputed cases where a vehicle must be immediately released to the owner.

5.4 Vehicle Owner will claim their vehicle directly from the Contractor unless the Contractor has been specifically directed to hold such vehicle by Officers or agents of the Lancaster County Sheriff.

- 5.5 The County agrees to convey to Contractor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property when releases have been obtained from owners or custodians (exception of civil action vehicles).
 - 5.5.1 Vehicles towed from civil action and not sold at auction must be returned to defendant.
- 5.6 Public auction of unclaimed vehicles and vehicle or personal property held in civil actions, will be scheduled by the Sheriff, and will be conducted by personnel of the Lancaster Sheriff's Office.
- 5.7 Contractor shall clean and prepare vehicles for auction.
- 5.8 The County shall provide personnel to assist in the inventory of vehicles to be sold at public auction.
- 5.9 Contractor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles at public auction.
 - 5.9.1 Fees shall not exceed sale price, excess monies will be returned to the County.
- 5.10 Salvage title will be provided to Contractor for vehicles not sold at the public auction.
- 5.11 The County will reserve the right to dispose of vehicles titled to it in a manner most advantageous to the County in accordance with the provisions of the applicable law.

6. **BACKUP TOWING PROVISIONS**

- 6.1 If the Contractor does not have available proper equipment when requested by the County, the Contractor **shall call upon another wrecker service to carry out such duties within the time frame of the contract and at no added cost to the County or be held in breach of contract.**
 - 6.1.1 It shall be the responsibility of the contractor to receive towing fees and pay the other wrecker for its services.
- 6.2 *Provide with your bid response arrangements secured by your firm with any Sub-Contractor or Cooperative Effort to carry out the obligations herein described (i.e., signed letters of intent, contracts, insurance meeting County Specifications, etc.), include a brief description of the other firm(s) commitment to the County's Contract.*

7. **RESPONSE TIME:** A graduated response time as outline below will apply to this contract for ordered tow-ins:

- 7.1 A 20 minute response time for vehicles within the City of Lincoln and a 3 mile radius surrounding the city.
- 7.2 A 35 minute response time for vehicles from the 3 mile limit to the Lancaster County Line.
- 7.3 A buffer of 10 minutes will be allowed for inclement weather.
- 7.4 All Lancaster County Sheriff's Patrol vehicles take top priority for service.
- 7.5 If the wrecker company is unable to respond within the time restraints set forth, they will be required to notify the on duty Sheriff's Supervisor.
 - 7.5.1 A list of alternate towing services must be provided by the wrecker company.

- 7.5.2 An alternate company of the Sheriff's Office choice will be dispatched at no additional charge to the County or Customer.
- 7.5.3 The alternate wrecker companies will act under the provisions of this contract and abide by all terms and conditions established herein.

8. SECURED PARKING

- 8.1 Preference will be given to bidders with a lot capable of holding 100 vehicles ordered by the Sheriff and several semi & trailers in a secure area (must be fenced and lighted), also including inside storage for up to 5 standard vehicles
 - 8.1.1 The County may consider storage of semi-trailers at a lot other than the car/truck impound lot, said lot used for semi-trailers shall be approved in advance by the Lancaster County Sheriff, or the his designated representative.
- 8.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.
 - 8.2.1 If the contractor is unable to close vents and windows, the vehicle must be protected from the elements.
- 8.3 Contractor shall be responsible for investigating, arbitrating and/or adjusting all loss and damage claims.

9. TOW EQUIPMENT REQUIREMENT

- 9.1 Contractor shall keep and maintain at all times, not less than five (5) power winch equipped tow trucks with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.
 - 9.1.1 At least two (2) of the tow trucks must be capable of towing larger trucks and have the ability to tow boats, trailers, fifth wheelers and campers, if necessary.
 - 9.1.2 Contractor shall provide additional towing equipment in time of extra demand such as winter storms, Nebraska football Saturday, Nebraska State Fair, etc.
 - 9.1.2.1 Additional tow equipment may be in the form of prior written agreements with other towing services.
 - 9.1.2.2 Any additional towing services must be approved in writing by the Lancaster County's Sheriff Office.
 - 9.1.2.3 All additional towing services will act under the supervision of the contractor and abide by all terms and conditions of the contract.
- 9.2 All trucks shall be equipped with two-way radios and cell phones (phone numbers to be provided to the Sheriff), pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent.
 - 9.2.1 Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of the accident and/or collision to which the Contractor has been directed to remove any vehicle(s).

- 9.3 Contractor shall make available all tow trucks and equipment inspection by the Lancaster County Sheriff or authorized representative of the Sheriff at any time.
- 9.3.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the County.
- 9.3.3 If a unit is removed from service the Contractor shall immediately replace it with another unit to have adequate number of tow trucks to meet the terms and conditions of this contract

10. DUTY CALL

- 10.1 Contractor shall have operators or drivers on duty and subject to call from the County twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) (and any other wrecker service needs) and storage at the impound lot.
- 10.1.1 At least one Cell phone shall be designated as our emergency contact and phone number supplied to the Sheriff's Office to insure accessibility via one call, rather than several stationary phone numbers for emergency situations.

11. PERSONNEL

- 11.1 Contractor shall provide uniformed wrecker operators.
 - 11.1.1 Said uniforms shall have the name of the company and the name of the operator on the outside of the uniform.
- 11.2 Contractor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven (7) days a week.
 - 11.2.1 Compliance with this 24 hour accessibility may be arranged by allowing the Sheriff's Office a cell phone number assigned to an employee of the Contractor's Company available for response to all emergency situations.
- 11.3 Contractor shall be prepared to have additional personnel available to handle claims for return of vehicles towed for additional hours as requested by the Lancaster County Sheriff's Department on those occasions when extra towing is required, such as on Nebraska football Saturday and during the Nebraska State Fair week.

12. RECORD KEEPING

- 12.1 Contractor shall keep such records as required by the County and furnish these records to the Lancaster County Sheriff's Dept. **on a monthly basis not later than the 10th day of the next succeeding month.**
 - 12.1.1 *Successful firm must record type of vehicle, license number, vehicle identification number, location where the vehicle was towed from, and the lot where it is held.*
- 12.2 *Contractor personnel must meet with the Patrol Supervisor at least once a month to discuss disposition of towed vehicles and any complaints or problems with the system.*
 - 12.2.1 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the County.
- 12.3 Records shall be kept and maintained in the following manner:
 - 12.3.1 Record of all vehicles towed and length of storage

- 12.3.2 Disposition of all vehicles towed including disposition of personal property.
- 12.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
- 12.3.4 Record of monies received from the following: 1) Towing; 2) Storage; 3) Salvage; 4) From any other source with respect to this contract.

13. OVERSIZED VEHICLES

- 13.1 A Subcontractor may be offered for towing "oversized vehicles;" provided, the Subcontractor's letter of intent is supplied to the Sheriff's Office for approval with Contractor's bid response and agreed upon prior to the performance of the service.
 - 13.1.1 If a Subcontractor is offered, all conditions of this agreement remain in effect, as if the towing were done by Contractor, and Contractor agrees and is held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
 - 13.1.2 If your firm is electing to handle the towing of oversized vehicles with a Subcontractor agreement, the subcontractor must provide a valid insurance certificate naming the County as additional insured in the amounts of coverage listed in our "Insurance Requirements for All County Contracts", prior to the commencement of any/all services performed under the contract.

14. PERSONAL PROPERTY

- 14.1 Contractor shall inventory all personal property in vehicles, except vehicles upon which there is a Sheriff's hold, which the Contractor is directed to tow, at the scene of an accident, collision or point of removal.
- 14.2 Such inventory of personal property shall be made in triplicate, and shall be signed by the party making the inventory.
 - 14.2.1 One copy thereof shall be furnished to the Contractor.
 - 14.2.2 One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the owner or the owner's representative.
 - 14.2.3 Final copy shall be retained by the Sheriff's Office..
- 14.3 The Contractor shall be solely responsible and liable to the owner of the vehicle for all personal property in all vehicle(s) towed under this contract.
 - 14.3.1 Contractor shall allow and permit removal of personal property from towed vehicles by the owner of such vehicle(s), during regular working hours, except vehicles upon which there is a Sheriff's hold.
 - 14.3.2 In case of a Sheriff's hold items may be removed only upon prior written approval of the Lancaster County Sheriff's Office Duty Commander.
- 14.4 Contractor shall protect all personal property in towed vehicles, and upon disposition of any vehicle by legal sale, auction, or salvage, and shall assist the Sheriff's Office in the inventory of personal property, in such vehicle so disposed.

- 14.5 All personal property which is left in vehicles towed by the Contractor shall be the Contractor's sole responsibility, any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner of the vehicle(s).
- 14.6 Contractor will be provided secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 14.7 In the event vehicle(s) is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store owner's vehicle in an inside area, the Contractor may store the vehicle inside and charge inside storage rates as set forth in the rate schedule.

15. CANCELLATION NOTICE

- 15.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Contractor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.

16. SUBMITTAL AND DEMONSTRATIONS

- 16.1 Bidder must submit (with your bid response) copies of any and all contracts it has with other agencies for similar type services.
 - 16.1.1 The County will review submitted contracts to determine if bidder can meet the requirements for the County's contract.
- 16.2 Bidders must submit with their bid a written outline of how they propose to fulfill this contract, including methods of operation and *letters of intent and insurance from all subcontractors proposed*.
- 16.3 Bidder must be able to demonstrate the ability to meet these specifications to the satisfaction of the County, on the date their bid is submitted to the County.
- 16.4 Bidder must have a valid for hire license and a valid special waste permit on the date their bid is submitted and comply with all current regulations per these specifications.

17. GENERAL INSURANCE REQUIREMENTS

- 17.1 The Contractor shall indemnify and save harmless Lancaster County, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the County.
- 17.2 Contractor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the County Attorney for Lancaster County, *nor shall the Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved*.
- 17.3 **Contractor shall name Lancaster County, Nebraska as additional insured.**

18. GARAGE KEEPERS LEGAL LIABILITY (In addition to "Insurance Requirements for all County Contracts")

- 18.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the County's contract for tow-in services and storage of towed vehicle(s).

19. BID RESPONSE: Interested Contractor shall complete the "SCHEDULE OF RATES".

- 19.1 Contractor shall sign and return the bid response by the date and time indicated.

- 19.2 Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids.

- 19.2.1 Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified; late bid will not be considered.

- 19.3 Other information as described in section 16. "Submittal & Demonstrations, shall accompany your bid response.

- 19.4 *If an alternate rate other than a firm fixed price* is offered for oversized vehicles, you must attach a sheet on your firm's letterhead describing in detail how the fee schedule will operate.

- 19.4.1 If details are not provided with your alternate offer it will not be considered.

SEALED BID

SPECIFICATION NO. 05-149

BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 29, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitted, having full knowledge of the requirements of Lancaster County for the listed project, Contract Documents and all other terms/conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following rate schedule:

TOWING SERVICES FOR THE LANCASTER COUNTY SHERIFF'S OFFICE

SCHEDULE OF RATES:

1.1 TOW-IN:	EST. <u>QTY</u>	PRICE <u>BID</u>	ANNUAL <u>ESTIMATE</u>
SMALL VEHICLES			
1.1.1 Passenger cars, small trucks licensed four (4) tons or less and trailers other than semi/house-trailers):	588 ea	\$ _____	\$ _____
(a) Motorcycles:	10 ea	\$ _____	\$ _____
(b) Other small vehicles:	4 ea	\$ _____	\$ _____
OVERSIZED VEHICLES			
1.1.2 Oversized vehicles:			
(a) Straight Trucks (licensed over four (4) tons):	2 ea	\$ _____	\$ _____
(b) Semi-tractor:	4 ea	\$ _____	\$ _____
(c.) Semi-trailer or House-trailer:	4 ea	\$ _____	\$ _____
(d) Self-propelled campers or mobile homes:	4 ea	\$ _____	\$ _____
(e) Buses:	1 ea	\$ _____	\$ _____
COMMENTS:	_____		

OTHER CHARGES:			
1.1.3 Hourly labor rate for removal of other items:			
(a) Labor rate: \$ _____/ hour			
1.1.3 TOTAL ESTIMATED ANNUAL TOWING FEES (1.1.1 & 1.1.2):			\$ _____

	<u>EST. QTY</u>	<u>PRICE BID</u>	<u>ANNUAL ESTIMATE</u>
1.2 ADDED FEES:			
1.2.1 Added fee when winching is needed, not to exceed: each _____ (or fraction thereof) for use of winch.			
SMALL VEHICLES:	301 ea	\$ _____	\$ _____
OVERSIZED VEHICLES:	8 ea	\$ _____	\$ _____
1.2.2 Added fee when mechanical work is deemed necessary by the Contractor to prevent further damage to vehicle or its contents, not to exceed: each _____ (or fraction thereof) for mechanical work.			
SMALL VEHICLES:	90 ea	\$ _____	\$ _____
OVERSIZED VEHICLES:	7 ea	\$ _____	\$ _____
1.2.3 TOTAL ESTIMATED ANNUAL ADDITIONAL FEE (1.2.1 & 1.2.2):			\$ _____

Below are Additional fees that may be necessary on a case-by-case situation:

1.2.4 If it is necessary to employ additional equipment, such
as dollies, to tow or move any vehicle, not to exceed: \$ _____

1.2.5 Mileage to/from Lancaster County line for tows originating
outside of Lancaster County: \$ _____ /mile

1.3 STORAGE: Storage rates shall not commence until after the
expiration of 24 hours after towing of such vehicles.

1.3.1 Storage rates for passenger cars, trucks and other
vehicles weighing four (4) tons and under:

1.1 Outside storage (per day or fraction thereof): 6,773 days \$ _____ \$ _____

1.2 Inside storage (per day or fraction thereof): 200 days \$ _____ \$ _____

1.3.2 Storage rates for Trucks weighing over four (4) tons
shall not exceed the following daily rate:

2.1 Outside storage (per day or fraction thereof): 14 days \$ _____ \$ _____

2.2 Inside storage (per day or fraction thereof): 1 day \$ _____ \$ _____

1.3.3 Storage rates for semi-trailers and other oversized
vehicles shall not exceed the following daily rate:

3.1 Outside storage (per day or fraction thereof): 40 days \$ _____ \$ _____

3.2 Inside storage (per day or fraction thereof): 5 days \$ _____ \$ _____

1.3.4 TOTAL ESTIMATED ANNUAL STORAGE FEES (1.3.1-1.3.3): \$ _____

1.3.5 Where do you propose to store vehicles?

SMALL: _____

OVERSIZED: _____

2. List in the space provided your regular business hours available to the general public for transacting business with your firm for release of impounded vehicles:

Monday - Friday: _____ a.m. to _____ p.m.
Saturday: _____ a.m. to _____ p.m.
Sunday: _____

3. List any provisions available to the public for release of impounded vehicles during, non-business hours, and/or holidays: _____

COMMENTS: _____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

**NOTE: RETURN 2 COMPLETE COPIES OF SAMPLE AGREEMENT AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 05-149**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

Email: _____

Bids may be inspected in the purchasing office during normal business hours, after tabulation. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bid.

ATTACHMENT A

SAMPLE TOWING STATISTICS

Data presented herein is offered as a non-binding approximation of the work required. The Scope of the proposed contract arrangement will be for all the County Sheriff's Office needs whether they are more or less than the estimates offered on this chart. Figures listed are estimates for *tows ordered by the Sheriff's Office only* and **do not include any towing requested by the Sheriff on behalf of the citizen.**

	<u>6 MONTH</u>	<u>12 MONTH</u>
SMALL VEHICLES		
1. Approx. number of passenger cars and pickups towed:	294	588
1.1 Motorcycles:	5	10
1.2 Boats, snowmobiles, etc.:	2	<u>4</u>
TOTAL ESTIMATED ANNUAL VOLUME:		602
OVERSIZED VEHICLES		
2. Approx. number of over-sized vehicles towed.		
2.1 straight trucks (over 4 tons) towed:	1	2
2.2 Semi-tractors:	2	4
2.3 Semi-trailers or house trailers:	2	4
2.4 Campers or mobile homes:	2	4
2.5 Buses:	0	<u>1</u>
TOTAL ESTIMATED ANNUAL VOLUME:		15
3. Approximately fifty percent (50%) of vehicles require winching prior to tow.		
SMALL VEHICLES: 301	OVERSIZED VEHICLES: 8	
5. Approximately fifteen percent (15%) of vehicles require mechanical work prior to tow.		
SMALL VEHICLES: 90	OVERSIZED VEHICLES: 7	
6. Less than one percent (1%) of the vehicles towed will originate outside Lancaster County (mileage varies with conditions).		
7. Approximately seventy-five percent (75%) of the passenger cars and pickups are stored by the Contractor after towing. The average length of storage is estimated at 15-25 days.		
SMALL VEHICLES: 6,773 days per year		
8. Storage quantity on the over-sized and "other" vehicles varies substantially. Due to the small number of tows, the storage rate will depend on each individual situation. We estimate that approximately five to six (5-6) of these over-sized vehicles will be stored during a 12-month period for an average of 15 days.		
OVERSIZED: 60 days per year		

ATTACHMENT B

ABANDONED VEHICLES STATE OF NEBRASKA STATUTES AS OF JUNE 2005

60-1901

Abandoned vehicle, defined.

(1) A motor vehicle is an abandoned vehicle:

- (a) If left unattended, with no license plates or valid In Transit decals issued pursuant to section 60-320 affixed thereto, for more than six hours on any public property;
- (b) If left unattended for more than twenty-four hours on any public property, except a portion thereof on which parking is legally permitted;
- (c) If left unattended for more than forty-eight hours, after the parking of such vehicle has become illegal, if left on a portion of any public property on which parking is legally permitted;
- (d) If left unattended for more than seven days on private property if left initially without permission of the owner, or after permission of the owner is terminated; or
- (e) If left for more than thirty days in the custody of a law enforcement agency after the agency has sent a letter to the last-registered owner under section 60-1903.01.

(2) An all-terrain vehicle or minibike is an abandoned vehicle:

- (a) If left unattended for more than twenty-four hours on any public property, except a portion thereof on which parking is legally permitted;
- (b) If left unattended for more than forty-eight hours, after the parking of such vehicle has become illegal, if left on a portion of any public property on which parking is legally permitted;
- (c.) If left unattended for more than seven days on private property if left initially without permission of the owner, or after permission of the owner is terminated; or
- (d) If left for more than thirty days in the custody of a law enforcement agency after the agency has sent a letter to the last-registered owner under section 60-1903.01.

(3) For purposes of this section:

- (a) Public property means any public right-of-way, street, highway, alley, or park or other state, county, or municipally owned property; and
- (b) Private property means any privately owned property which is not included within the definition of public property.

(4) No motor vehicle subject to forfeiture under section 28-431 shall be an abandoned vehicle under this section.

Source:

Laws 1971, LB 295, § 1; Laws 1999, LB 90, § 1;

Laws 2004, LB 560, § 41.

Operative date July 16, 2004.

60-1902

Abandoned motor vehicle; title; vest in local authority or state agency; when.

If an abandoned vehicle, at the time of abandonment, has no license plates of the current year or valid In Transit decals issued pursuant to section 60-320 affixed and is of a wholesale value, taking into consideration the condition of the vehicle, of two hundred fifty dollars or less, title shall immediately vest in the local authority or state agency having jurisdiction thereof as provided in section 60-1904. Any certificate of title issued under this section to the local authority or state agency shall be issued at no cost to such authority or agency.

Source:

Laws 1971, LB 295, § 2; Laws 1974, LB 689, § 1; Laws 1975, LB 131, § 1;

Laws 1999, LB 90, § 2.

60-1903

Local authorities or state agency; powers and duties.

- (1) Except for vehicles governed by section 60-1902, the local authority or state agency having custody of an abandoned vehicle shall make an inquiry concerning the last-registered owner of such vehicle as follows:
 - (a) Abandoned vehicle with license plates affixed, to the jurisdiction which issued such license plates; or
 - (b) Abandoned vehicle with no license plates affixed, to the Department of Motor Vehicles.
- (2) The local authority or state agency shall notify the last-registered owner, if any, that the vehicle in question has been

determined to be an abandoned vehicle and that, if unclaimed, either (a) it will be sold or will be offered at public auction after five days from the date such notice was mailed or (b) title will vest in the local authority or state agency thirty days after the date such notice was mailed. If the agency described in subdivision (1)(a) or (b) of this section also notifies the local authority or state agency that a lien or mortgage exists, such notice shall also be sent to the lienholder or mortgagee. Any person claiming such vehicle shall be required to pay the cost of removal and storage of such vehicle.

- (3) Title to an abandoned vehicle, if unclaimed, shall vest in the local authority or state agency (a) five days after the date the notice is mailed if the vehicle will be sold or offered at public auction under subdivision (2)(a) of this section, (b) thirty days after the date the notice is mailed if the local authority or state agency will retain the vehicle, or (c) if the last-registered owner cannot be ascertained, when notice of such fact is received.
- (4) After title to the abandoned vehicle vests pursuant to subsection (3) of this section, the local authority or state agency may retain for use, sell, or auction the abandoned vehicle. If the local authority or state agency has determined that the vehicle should be retained for use, the local authority or state agency shall, at the same time that the notice, if any, is mailed, publish in a newspaper of general circulation in the jurisdiction an announcement that the local authority or state agency intends to retain the abandoned vehicle for its use and that title will vest in the local authority or state agency thirty days after the publication.

Source:

Laws 1971, LB 295, § 3; Laws 1999, LB 90, § 3.

60-1903.01

Law enforcement agency; powers and duties.

A state or local law enforcement agency which has custody of a motor vehicle for investigatory purposes and has no further need to keep it in custody shall send a certified letter to each of the last-registered owners stating that the vehicle is in the custody of the law enforcement agency, that the vehicle is no longer needed for law enforcement purposes, and that after thirty days the agency will dispose of the vehicle. This section shall not apply to motor vehicles subject to forfeiture under section 28-431. No storage fees shall be assessed against the registered owner of a motor vehicle held in custody for investigatory purposes under this section unless the registered owner or the person in possession of the vehicle when it is taken into custody is charged with a felony or misdemeanor related to the offense for which the law enforcement agency took the vehicle into custody. If a registered owner or the person in possession of the vehicle when it is taken into custody is charged with a felony or misdemeanor but is not convicted, the registered owner shall be entitled to a refund of the storage fees.

Source:

Laws 1999, LB 90, § 4.

60-1904

Custody; who entitled.

If a state agency caused an abandoned vehicle described in subdivision (1)(e) or (2)(d) of section 60-1901 to be removed from public property, the state agency shall be entitled to custody of the vehicle. If a state agency caused an abandoned vehicle described in subdivision (1)(a), (b), (c), or (d) or (2)(a), (b), or (c) of section 60-1901 to be removed from public property, the state agency shall deliver the vehicle to the local authority which shall have custody. The local authority entitled to custody of an abandoned vehicle shall be the county in which the vehicle was abandoned or, if abandoned in a city or village, the city or village in which the vehicle was abandoned.

60-1905

Proceeds of sale; disposition.

Any proceeds from the sale of an abandoned vehicle less any expenses incurred by the local authority or state agency shall be held by the local authority or state agency without interest, for the benefit of the owner or lienholders of such vehicle for a period of two years. If not claimed within such two-year period, the proceeds shall be paid into the general fund of the local authority entitled to custody under section 60-1904 or the state General Fund if a state agency is entitled to custody under section 60-1904.

Source:

Laws 1971, LB 295, § 5; Laws 1999, LB 90, § 6.

60-1906**Liability for removal.**

Neither the owner, lessee, nor occupant of the premises from which any abandoned vehicle is removed, nor the state, city, village, or county, shall be liable for any loss or damage to such vehicle which occurs during its removal or while in the possession of the state, city, village, or county or its contractual agent or as a result of any subsequent disposition.

Source:

Laws 1971, LB 295, § 6; Laws 1999, LB 90, § 7.

60-1907**Person cannot abandon a vehicle.**

No person shall cause any vehicle to be an abandoned vehicle as described in subdivision (1)(a), (b), (c), or (d) or (2)(a), (b), or (c) of section 60-1901.

Source:

Laws 1971, LB 295, § 7; Laws 1999, LB 90, § 8;

Laws 2004, LB 560, § 43.

Operative date July 16, 2004.

60-1908**Destroy, deface, or remove parts; unlawful; exception; violation; penalty.**

No person other than one authorized by the appropriate local authority or state agency shall destroy, deface, or remove any part of a vehicle which is left unattended on a highway or other public place without license plates affixed or which is abandoned. Anyone violating this section shall be guilty of a Class V misdemeanor.

Source:

Laws 1971, LB 295, § 8; Laws 1977, LB 39, § 100;

Laws 1999, LB 90, § 9.

60-1909**Costs of removal and storage; last-registered owner; liable.**

The last-registered owner of an abandoned vehicle shall be liable to the local authority or state agency for the costs of removal and storage of such vehicle.

Source:

Laws 1971, LB 295, § 9; Laws 1999, LB 90, § 10.

60-1910**Rules and regulations.**

The Director of Motor Vehicles shall adopt and promulgate rules and regulations providing for such forms and procedures as are necessary or desirable to effectuate the provisions of sections 60-1901 to 60-1911. Such rules and regulations may include procedures for the removal and disposition of vehicle identification numbers of abandoned vehicles, forms for local records for abandoned vehicles, and inquiries relating to ownership of such vehicles.

Source:

Laws 1971, LB 295, § 10; Laws 1999, LB 90, § 11.

60-1911**Violations; penalty.**

Except as provided in section 60-1908, any person violating the provisions of sections 60-1901 to 60-1911 shall be guilty of a Class II misdemeanor.

Source:

Laws 1971, LB 295, § 11; Laws 1977, LB 39, § 101;

Laws 1999, LB 90, § 12.

SAMPLE

Original contract to: Contractor
County Sheriff
Public File

LANCASTER COUNTY AGREEMENT TOWING SERVICES

THIS CONTRACT made and entered into on _____ day of _____, 2005, by and between the LANCASTER COUNTY, NEBRASKA, hereinafter referred to as "the County" and _____ hereinafter referred to as "the Contractor".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Specification #05-149, for Annual Requirements for Towing and Storage of Towed Vehicles and related services for Lancaster County Sheriff

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsive, responsible bidder for the said Work for the sum or sums named in the Contractor's proposal, incorporated into this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the terms of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. **CONTRACT TERM:** For the period of four (4) years commencing *12:01 a.m., September 1, 2005 and ending 12:00 mid-night, on August 31, 2009.* The County, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the Lancaster County, Nebraska Limits, which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.
2. **PAYMENT OF FEES:** The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in **Exhibit 2 (Contractor's Proposal)**. It is understood by and between the parties hereto that the County is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.
3. **AUCTION PROCESS:** County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less (in compliance with State of NE Statutes - **Attachment B**) and County may convey to Contractor or provide a salvage title of vehicles not sold at public auction, except in those instances when the County chooses to retain such vehicles for its purposes, and such vehicles when towed from public property may be towed to Contractor's lot or such salvage yard as Contractor arranged. Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver. The County further agrees to convey to Contractor for disposition, all those wrecked, junked, or partially dismantled vehicles towed from private property upon which releases have been obtained from owners or custodians. Public auction of unclaimed vehicles will be held on the approved impound lot, and will be conducted by personnel of the Lancaster County Sheriff's Office or their designate and shall be held upon request to the Contractor by the Sheriff's Office. Contractor shall clean and prepare vehicles for auction. The Lancaster County Sheriff shall provide one person to assist in the inventory of unclaimed vehicles for sale. Contractor shall be paid accrued towing/storage fees on vehicles sale as per specifications.

4. **CONTRACT DOCUMENTS:** The following documents comprise the contract and are made a part hereof as though fully set forth verbatim and are binding on the parties hereto:
1. The Specifications and any attachments and addendums (**Exhibit 1**)
 2. The Accepted Proposal and any attachments (**Exhibit 2**)
 3. The contract document
 4. The Insurance Requirements for All County Contracts, including any additional insurance for this specific contract (**Exhibit 3**)
5. **RELEASE OF HOLD ORDER:** When Sheriff's hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lancaster County Sheriff. Such vehicles shall be towed to any location designated representative of the Sheriff's Office. Any inventory of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.
6. **COMPLIANCE WITH LAW:** Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.
7. **CANCELLATION:** It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first above written.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Name of Corporation

ATTEST:

Address

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
2. There shall be no exclusion or limitation for the Explosion (X), Collapse ©) and Underground (U) hazards.

3. Coverage shall also include Products/Completed Operations.
 4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
 5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- | | |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Garage Keepers Legal Liability:
For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the County's contract for tow-in services and storage of towed vehicle(s).
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

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